

17. As a result of Mr. Woodward's apparent dissatisfaction with this result and with everyone and everything other than the party truly responsible for his circumstance (himself), he has now registered an internet domain name of www.aua-med.com at which he publishes reckless, false, and malicious purported "facts" about AUA in addition to other objectionable content.

18. A specific date when Mr. Woodward commenced his endeavor is not known but it is well after AUA's first usage in trade of its own similar name and website www.auamed.org.

19. A copy of the legitimate www.auamed.org website homepage is attached as Exhibit 1.

20. A copy of Defendant's www.aua-med.com website homepage is attached as Exhibit 2.

21. Defendant's website represents, alleges and publishes, as if true, false and defamatory information about AUA including, by way of example and not limitation, that:

- a. AUA routinely commits fraud upon its students;
- b. AUA falsifies its students grades;
- c. AUA breaches contracts;
- d. AUA disregards student civil rights;
- e. AUA conspires against its students;
- f. AUA pursues unspecified and other unethical practices;
- g. AUA has "malicious intentions" and administration and academic advisors of a "heinous nature";

- h. AUA students are sexually assaulted;
- i. AUA professors teach students wrong information;
- j. AUA conspires to commit fraud and violations of civil rights;
- k. AUA commits criminal activities reportable to the FBI;
- l. AUA student pass rate for USMLE medical board exams is only 22.9%;
- m. AUA contrives false evidence in student disciplinary proceedings (i.e, the hearing Mr. Woodward was provided prior to dismissal and refused to even attend);
- n. AUA colluded with St. Joseph Hospital to maliciously end Mr. Woodward's career, conspired, abused its power, committed perjury and is otherwise immoral and unethical;
- o. AUA agents are liars;
- p. The locality of AUA is full of "rape, murder, fraud, and government corruption."

22. Defendant's website further publishes, in a manner not repeated here, and without consent of the university or its affected students, other students' identities and personal information including grades and academic information.

22. In that Plaintiff utilizes its own website to market and provide useful information to prospective students, AUA suffers irreparable injury and harm to its reputation each day that Mr. Woodward's appalling site is permitted to remain available.

23. Moreover, irreparable injury to AUA and its affected students occurs, for which there is not an adequate remedy at law, by virtue of Mr. Woodward's unsanctioned and unauthorized publication of federally protected private academic information.

24. Consequently, AUA respectfully requests an immediate, but temporary (until such time as opportunity for hearing can be afforded) restraining order prohibiting further publication of this offending information by any means and further prohibiting use, of any kind, of the confusingly similar domain name.

25. Pursuant to FRCP 65(b)(1), AUA seeks temporary restraining order relief on an immediate and ex parte basis because, as demonstrated by this verified complaint, irreparable injury is occurring and will continue to occur and because Mr. Woodward cannot be located for purpose of immediate service. Undersigned counsel has made reasonable and diligent search of the prior lawsuit file and record, including the deposition of Mr. Woodward, which reveals, solely, that he resides on a movable sailboat and utilizes his sister's Flint address as a mailing address.

26. A proposed temporary restraining order is appended as Exhibit 3.

**COUNT I- FEDERAL TRADEMARK/TRADENAME INFRINGEMENT**

27. Plaintiff incorporates and restates its answers to paragraphs 1 through 26 above.

28. Defendant publishes information under a domain name of www.aua-med.com.

29. Plaintiff has published legitimate information about its educational institution under the domain name www.auamed.org and has otherwise utilized the root term "auamed" in trade since long before Defendant first utilized the above referenced domain name.

30. Defendant's use of the confusingly similar name, and resultant accessibility by any consumer utilizing common search terms employed to glean

legitimate information about the University is likely to cause confusion as to whether the Defendant's website is somehow endorsed, sponsored, licensed or affiliated with the AUA.

31. Defendant's actions, along with the use on the offending website of information purportedly from, sponsored or published by AUA (including items bearing the AUA logo) constitute willful infringement upon AUA's exclusive rights in its tradename and trademarks under 15 U.S.C. § 1114.

32. Defendant's use of the similar domain name, including copies, reproductions and/or counterfeits of the AUA logo on the site itself has been, and continues to be done with the intent to cause confusion, mistake and harm as to the source or sponsorship of the information disseminated.

33. As a direct and proximate result, AUA has suffered irreparable harm to its protected tradename and trademarks.

34. AUA has no adequate remedy at law that will compensate it for the continued harm it will suffer if Defendant's acts are allowed to continue.

35. AUA has gained a reputation as a well respected educational institution and there is an association of its tradename and marks with this reputation.

36. Defendant has utilized that name and the marks with the intention of maliciously attacking that reputation and goodwill to satisfy some misguided personal vendetta against the University.

37. Defendant publishes false information in conjunction with the tradename and marks that dilutes, blurs and tarnishes the distinctiveness and positive association of the same.

38. Accordingly, this is an exceptional case within the meaning of the Lanham Act.

39. In addition to the temporary relief prayed for elsewhere in this verified complaint AUA respectfully requests permanent injunction as well as all rights, remedies and damages available at law including but not limited to treble damages and attorney fees.

WHEREFORE, Plaintiff American University of Antigua, respectfully requests a judgment against Defendant, together with costs, interest, and attorney fees.

**COUNT II- INFRINGEMENT UNDER THE ACPA**

40. Plaintiff incorporates and restates its answers to paragraphs 1 through 39 above.

41. Defendant has registered, in bad faith and with intent to profit, a domain name confusingly similar to that utilized by AUA in the course of its business.

42. The AUA domain is distinctive and has been utilized in trade (as has its root tradename ("AUAMED")) since long before Defendant's offending registration and use of www.aua-med.com.

43. The AUA tradename and domain name are widely recognized by the general consuming public as a designation of services and source of same from AUA.

44. Defendant's conduct is not a fair usage.

45. Defendant has attempted to profit from the use of this site directly and by leveraging the same in the prior litigation in which he was a plaintiff.

WHEREFORE, Plaintiff American University of Antigua, respectfully requests a judgment against Defendant, together with costs, interest, and attorney fees.

**COUNT III- WILLFUL VIOLATION OF FERPA**

46. Plaintiff incorporates and restates its answers to paragraphs 1 through 45 above.

47. Defendant has published private educational information about other students including names and grades on his website.

48. This publication is without the consent of the University or its affected students and is otherwise unauthorized.

49. The academic records are otherwise private and are protected from public disclosure under federal law.

50. The consequence of disclosure has an immediate and obvious impact on the affected students' privacy rights for which there is no adequate remedy at law.

51. Further, as a direct and proximate result of Defendant's actions, AUA could lose significant access to federal educational funding and student aid.

WHEREFORE, Plaintiff American University of Antigua, respectfully requests a judgment against Defendant, together with costs, interest, and attorney fees.

**COUNT IV- DEFAMATION**

52. Plaintiff incorporates and restates its answers to paragraphs 1 through 51 above.

53. Defendant publishes a website in which he intentionally, maliciously and/or recklessly or negligently publishes falsehoods about AUA.

54. By use of direct words, narrated video clips, weblinks and "YOUTUBE" videos of his making, Defendant promulgates as if true the following "facts" about AUA:

a. AUA routinely commits fraud upon its students;

- b. AUA falsifies its students grades;
  - c. AUA breaches contracts;
  - d. AUA disregards student civil rights;
  - e. AUA conspires against its students;
  - f. AUA pursues unspecified and other unethical practices;
  - g. AUA has "malicious intensions" and administration and academic advisors of a "heinous nature";
  - h. AUA students are sexually assaulted;
  - i. AUA professors teach students wrong information;
  - j. AUA conspires to commit fraud and violations of civil rights;
  - k. AUA commits criminal activities reportable to the FBI;
  - l. AUA student pass rate for USMLE medical board exams is only 22.9%;
  - m. AUA contrives false evidence in student disciplinary proceedings (i.e, the hearing Mr. Woodward was provided prior to dismissal and refused to even attend);
  - n. AUA colluded with St. Joseph Hospital to maliciously end Mr. Woodward's career, conspired, abused its power, committed perjury and is otherwise immoral and unethical;
  - o. AUA agents are liars;
  - p. The locality of AUA is full of "rape, murder, fraud, and government corruption."
55. Each and every one of these "facts" is false.

56. Defendant knew at the time of publication, or reasonably should have known, that each of his representations was false.

57. The publication of these purported "facts" about AUA is misleading, damaging and in certain circumstances per se actionable inasmuch as they allege criminal activity or the like.

58. AUA has suffered damages to its reputation as a direct and proximate result of Defendant's actions.

WHEREFORE, Plaintiff American University of Antigua, respectfully requests a judgment against Defendant, together with costs, interest, and attorney fees.

Respectfully submitted,

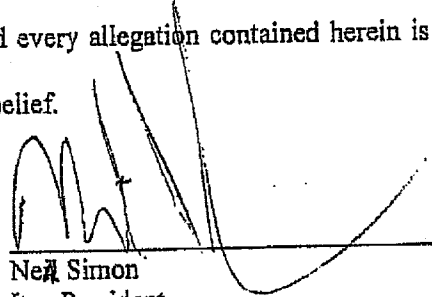
/s/ Eric A. Buikema  
Cardelli, Lanfear, & Buikema, P.C.  
322 West Lincoln Avenue  
Royal Oak, MI 48067-2505  
(248) 544-1100/(248) 544-1191(fax)  
ebuikema@cardellilaw.com  
(P58379)

DATED: March 9, 2010

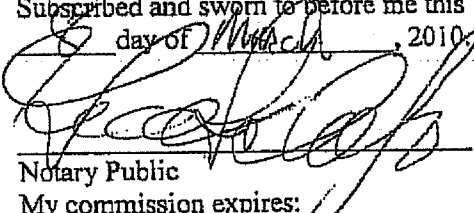


Being First duly sworn:

I, Neil Simon, am an officer of the American University of Antigua and its general counsel. I have personal knowledge of the facts set forth in this complaint and, having read the same, I hereby attest that each and every allegation contained herein is true to the best of my knowledge, information and belief.

  
Neil Simon  
Its: President

Subscribed and sworn to before me this  
day of March, 2010.

  
Notary Public

My commission expires:

LEONARD A. SCHIAFANI  
Notary Public, State of New York  
No. 02506120579  
Qualified in Westchester County  
Commission Expires December 20, 2011

**From:** Paul J. Nicoletti (paul@nicoletti-associates.com)  
**To:** billcain@comcast.net; steve\_1\_woodward@yahoo.com; yanezj@trinity-health.org;  
nssimon@auamed.org; vhrehorovich@auamed.org; zonias@trinity-health.org;  
**Date:** Thu, December 20, 2007 5:22:22 PM  
**Cc:**  
**Subject:** Steven Woodward v. Trinity Health-Michigan

Enclosed please find a copy of the civil action that was filed this afternoon. I would hope that this matter could be resolved without the need for costly and protracted litigation.

NICOLETTI & ASSOCIATES, P.C.  
Paul J. Nicoletti  
39520 Woodward Avenue, Suite 200  
Bloomfield Hills, Michigan 48304  
(248) 203-7800  
Fax (248) 203-7801

\* \* \* \* \*

IRS Circular 230 Disclosure: To ensure compliance with requirements imposed by the Internal Revenue Service, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, by any person for the purpose of (i) avoiding tax-related penalties or (ii) promoting, marketing or recommending to another person any transaction or matter addressed in this communication.

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**EXHIBIT 6**



AMERICAN UNIVERSITY OF ANTIGUA  
COLLEGE OF MEDICINE

Friar's Hill Road  
P.O. Box W - 1451  
St. John's, Antigua, West Indies  
Telephone: 268 - 481 - 8888  
Fax: 268 - 481 - 8880  
Website: [www.auamed.org](http://www.auamed.org)

May 21<sup>st</sup>, 2008

Mr. Steven Woodward  
7211 Brittwood Lane  
Flint, Michigan 48507

Dear Mr. Woodward:

On December 19, 2007, a grievance hearing was held based on allegations made against you by American University of Antigua, College of Medicine, Professor Susan Catherine Zona and Trinity Health-Michigan. You were provided with notice of the Grievance and Disciplinary Committee hearing and given the opportunity to testify at the hearing and to provide evidence on your behalf and in your defense which you declined to do.

The Grievance Committee investigated the allegations that you behaved inappropriately, unprofessionally and in a manner not befitting that of a physician during the course of your V Semester studies at Trinity Health-Michigan and, after considering all of the evidence presented, found that your behavior during your V Semester studies was disrespectful and unprofessional. As a result, the Committee recommended that you be dismissed from the University and that, should you apply for re-admission at some future date, the re-admission procedure should include a full review of the Committee's recommendation and the evidence considered at the hearing.

After reviewing the Committee's report, I do agree with its findings. I view your actions as highly unprofessional and improper. Your behavior showed clearly that you failed to live up to the high standards of professional conduct of our profession. I also considered that the finding of the Grievance Committee was not the first such finding rendered against you by a Grievance Committee of the University; a Grievance Committee empanelled in October, 2006 had previously found that you had acted rudely, unprofessionally in an improper manner to one of your professors, among other wrongful acts, as a result of which you were placed on non-academic probation for the Fall semester 2006 and Spring semester 2007 and were required to seek counseling (anger management).

Guided by the forgoing, I have decided to accept the recommendation of the Grievance Committee and hereby notify you that:

1. you are forthwith dismissed from American University of Antigua College of Medicine.

Head office:  
#2 Wall Street, 10<sup>th</sup> Floor, New York, NY 10005  
Telephone: 1-212-661-8899 Fax: 1-212-661-8864  
<http://www.auamed.org>

EXHIBIT

7

Exhibit

1

1

2. Should you apply for re-admission to the University at some future date, the re-admission procedure should include a full review of the Committee's recommendation and the evidence considered by the Committee at its hearing.

You may appeal this decision in writing to the President of the University within 14 days of your receipt of this letter. Should you so appeal, you will have the right to counsel and to present witnesses and documentary evidence and your appeal will be heard by the President and at least one other non-involved member of the University's administration in accordance with the University's Rules and Regulations as set forth in its Student's Handbook, a copy of which you had acknowledged in writing that you received.

Very truly yours,



Dr. med. Peter Bell  
Vice President Academic Affairs and Executive Dean

cc: Neal Simon, President  
AUA, College of Medicine

William Cain, Ph.D.  
Chair Grievance and Disciplinary Committee

Ernesto Calderon, MD

American University of Antigua College of Medicine  
 V Semester - Preliminary Clinical Training  
 Pontiac Michigan - St Joseph Mercy Oakland

Final Grades by Component - Fall, 2007																				
	Code	Attendance		Prac Session		Outpatient		E/Verbal Presn		Portfolio		Quizzes		Written Ex		Practical Ex		Final Grade Adjusted		
		10%		5%		5%		5%		10%		35%		20%		10%				
		Score	PT	Score	PT	Score	PT	Score	PT	Score	PT	Score	PT	Score	Curv	PT	Score		PT	
1	Hampel, Nicola	92	9.2	92	4.6	100	5.0	100	5.0	100	10.0	54	18.9	77	81	16.2	95	9.5	78	C
2	Jayadeep, Simbia	100	10.0	100	5.0	80	4.0	100	5.0	100	10.0	57	20.1	80	84	16.8	96	9.6	79	C
3	Ozuomba, Michael	100	10.0	100	5.0	83	4.2	100	5.0	100	10.0	56	19.6	70	74	14.8	80	8.0	77	F
4	Chheda, Vishal	75	7.5	75	3.8	86	4.3	100	5.0	100	10.0	62	21.7	86	90	18.0	75	7.5	76	C
5	Bulat, Elizabeth	100	10.0	100	5.0	96	4.8	100	5.0	100	10.0	70	24.4	84	88	17.6	85	8.5	83	B
6	Evans, Lekedra	100	10.0	100	5.0	96	4.8	100	5.0	100	10.0	65	22.6	73	77	15.4	85	8.5	83	C(-)
7	Woodward, Steve	100	10.0	100	5.0	95	4.8	100	5.0	100	10.0	62	21.6	71	75	15.0	80	8.0	80	F
8	Paras, Chahal	100	10.0	100	5.0	92	4.6	100	5.0	100	10.0	58	20.4	79	83	16.6	80	8.0	81	B
9	Hamed, Mousa	100	10.0	100	5.0		0.0	100	5.0	100	10.0	70	24.4	87	92	18.4	93	9.3	82	B
10	Kristen, Nico	100	10.0	100	5.0		0.0	100	5.0	100	10.0	68	23.9	78	82	16.4	80	8.0	83	B

- (1) Failed Final Exam. Remedial score 78. Final Grade: C(-)  
 (2) Failed Final Exam. Has not taken remedial  
 (3) Failed Final Exam. Did take remedial and failed  
 (4) Did not have OP rotation. Total score / 95  
 (4) Did not take OP rotation. Total Score / 95

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 My Communities | All Communities  
 My Grades | My Files | Digital Dropbox  
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## My Grades

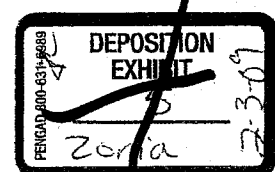
Item	Date	Available Points	Grade
AJA Online Final Grade: 71			
Test - Final Exam - Block 4 (Dermatology, Imaging, Gyn, Psychiatry)	2007-12-06	200	142
Test - Final Exam - Block 2B (Ophthalmology)	2007-12-06	50	43
Test - Final Exam - Block 2A (History and Physical Exam)	2007-12-06	50	37
Test - Final Exam - Block 2C (Vocabulary)	2007-12-06	100	88
Test - Final Exam - Block 3B (Hemopoietic/Lymphopoietic System)	2007-12-05	50	21
Test - Final Exam - Block 3A (Cardiovascular)	2007-12-05	100	47
Test - Final Exam - Block 3C (GI System)	2007-12-05	50	37
Test - Final Exam - Block 1B (ENT)	2007-12-03	100	71
Test - Final Exam - Block 1A (Respiratory)	2007-12-03	100	82

**Total Points Possible: 800**

**Total Points Earned: 568**

**Current Average: 71**

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STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

RECEIVED  
JAN 19 2009

STEVEN WOODWARD,

BY: \_\_\_\_\_

Plaintiff,

v.

TRINITY HEALTH-MICHIGAN,  
a Michigan Nonprofit corporation,  
SUSAN CATHERINE ZONIA, an Individual,  
AMERICAN UNIVERSITY OF ANTIGUA  
COLLEGE OF MEDICINE,  
a Foreign corporation,

Defendants.

"OAKLAND"  
"COUNTY"

07-088103-CZ



JUDGE SHALINA KUMAR  
WOODWARD, STEV v TRINITY HEAL

NICOLETTI & ASSOCIATES, P.C.  
Paul J. Nicoletti (P44419)  
*Attorney for Plaintiff*  
39520 Woodward Avenue, Suite 200  
Bloomfield Hills, MI 48304  
248.203.7800

LAW OFFICE OF DAVID B. GUNSBURG, P.C.  
David B. Gunsberg (P24235)  
*Attorney for Defendants Trinity Health-  
Michigan and Susan Catherine Zonia; Co-  
Counsel for Defendant American University of  
Antigua College of Medicine*  
322 North Old Woodward Avenue  
Birmingham, MI 48009  
248.646.9090

LAW OFFICES OF BRYAN L. SCHEFMAN  
Bryan L. Schefman (P35435)  
*Attorney for Defendant American University  
of Antigua College of Medicine*  
322 North Old Woodward Ave.  
Birmingham, MI 48009  
248-723-1650

DEFENDANTS TRINITY HEALTH-MICHIGAN and SUSAN ZONIA'S  
CASE EVALUATION STATEMENT

DATE & TIME:

8:40 a.m., January 22, 2009

EVALUATORS:

Robert L. Stefani, Douglas C. Bernstein, Thomas J. Gagne

EXHIBIT

10



In any event, in early December 2007, before Dr. Zonia's December 17 letter, Woodward took and failed the fifth semester Final Exam. AUA required an 80% score to pass the final exam. Based on AUA's curve for the exam, which was set by AUA in Antigua, Woodward scored a 75% on the final exam. Woodward received an "F" for the fifth semester.<sup>2</sup>

Woodward appealed his dismissal (but not the "F" for fifth semester) to Neil Simon at AUA. An appeal hearing was scheduled for July 10, 2008, but (again) Woodward refused to appear. The appeal was (apparently) denied. Zonia was not involved in the scheduling of the appeal procedures.

Woodward has not invoked in any appeals of his failing grade, requested to retake the fifth semester, sought readmission to AUA, or tried to enter any other medical school. Since December 2007, Woodward has been living on a sailing yacht in St. Maarten, scuba diving.

AUA issues a Student Handbook (**Exhibit 9**) which has disciplinary procedures. Woodward claims the Student Handbook is a "contract" between Woodward and AUA which was "interfered with" by Dr. Zonia. Woodward acknowledged that the AUA Disciplinary Committee could consider his unprofessional behavior and discipline him, including dismissal (Woodward Dep., pp. 149-150). In his amended complaint, which was untimely filed and not served, Woodward claims that the "breach" by AUA was that he was not given a "timely" appeal hearing on July 10, 2008, i.e. within 14 days of filing his appeal. Woodward, however, testified that he made a conscious decision not to

<sup>2</sup> Woodward claims he actually passed the final exam, but he never appealed his failing grade, although allowed to appeal under the Student Handbook.



STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND


STEVEN WOODWARD,

Plaintiff,

v.

TRINITY HEALTH-MICHIGAN,  
a Michigan Nonprofit corporation,  
SUSAN CATHERINE ZONIA, an Individual,  
AMERICAN UNIVERSITY OF ANTIGUA  
COLLEGE OF MEDICINE,  
a Foreign corporation,

Defendants.

OAKLAND  
COUNTY  
07-088103-CZ  
  
JUDGE SHALINA KUMAR  
WOODWARD, STEV v TRINITY HEAL

---

NICOLETTI & ASSOCIATES, P.C.  
Paul J. Nicoletti (P44419)  
*Attorney for Plaintiff*  
39520 Woodward Avenue, Suite 200  
Bloomfield Hills, MI 48304  
248.203.7800

---

LAW OFFICE OF DAVID B. GUNSBERG, P.C.  
David B. Gunsberg (P24235)  
*Attorney for Defendants Trinity Health-Michigan  
and Susan Catherine Zonia*  
322 North Old Woodward Avenue  
Birmingham, MI 48009  
248.646.9090

LAW OFFICES OF BRYAN L. SCHEFMAN  
Bryan L. Schefman (P35435)  
*Attorney for Defendant American University of Antigua  
College of Medicine*  
322 North Old Woodward Ave.  
Birmingham, MI 48009  
248-723-1650

---

**Brief in Support of Answer to Plaintiff's Motion for Entry of Default  
and Judgment**

**STATEMENT OF FACTS**

***The Case:***

This is a Motion to Compel Discovery in a meritless case in which Plaintiff "washed out" of the fifth semester of his second year at the American University of Antigua Medical School (AUA). This case is not about

**EXHIBIT 11**

**CLINICAL CLERKSHIP AFFILIATION AGREEMENT**  
Between  
**AMERICAN UNIVERSITY OF ANTIGUA COLLEGE OF MEDICINE**  
And  
**St. JOSEPH MERCY-OAKLAND**

---

*THIS AGREEMENT, made the      of May, 2007 by and between the, American University of Antigua College of Medicine (hereinafter referred to as "College") and St. Joseph Mercy Oakland (hereinafter called "Hospital").*

*WHEREAS, the College of Medicine, is engaged in the education of physicians at American University of Antigua College of Medicine, Antigua*

*WHEREAS, the Hospital, organized under the laws of the State of Michigan with its principal place of business at 44405 Woodward Avenue, Pontiac, Michigan, is providing health care services in appropriate facilities for the implementation of a program of clinical clerkships to improve the educational and clinical opportunities of qualified students*

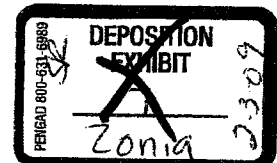
*NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound hereby, it is agreed as follows;*

*The goals of the Program are to (1) improve the opportunities for professional training of students of the College; (2) increase the students' exposure to the clinical disciplines in the Hospital; (3) educate the students in such a manner as to maximize the efficiency and success of the students.*

*This Agreement shall take effect for a period of one year from the signing of this Agreement and is subject to annual renewal upon mutual consent. The College has the responsibility for preparing the affiliation clerkship curriculum for implementation by the Hospital, appoint the individuals who will be responsible for supervising and monitoring each clinical discipline and who will implement the clerkship program. The discipline coordinators at the Hospital will receive academic appointments according to the College's criteria and prevailing academic standards, and will be subject to regular review by the College's Committee on Academic Ranking System, and shall receive the same rights, tenure and fringe benefits as clinical faculty staff members of the College. The College assumes responsibility for the continuity of the program both financially and academically.*

*The Hospital clerkship program will include rotations in Internal Medicine, Surgery, Family Medicine, Pediatrics, and Obstetrics and Gynecology and electives*

*The structure of the clerkship program is subject to annual review and modification by the College, provided that such modifications are consistent with the goals and objectives of the program and are in compliance with New York State regulations.*



*The performance of each student shall be subject to the College's system of evaluation. Such evaluations shall be submitted to the College within thirty (30) from the completion of the rotation and are requirements for graduation.*

*Periodic visits will be made to the Hospital by the representative of the College and appropriate clinical department chairmen and vice-versa. The College's coordinator for clerkships at the hospital or his designate will make periodic reports to the College to assure that the objectives of the program are being fulfilled. The cost of periodic visits will be assumed by the College.*

*The College will maintain student records, updating them as letters of evaluation from the Hospital are received;*

*Either party may terminate this Agreement, with or without cause, upon sixty (60) days prior written notice to the other Party.*

#### **INSURANCE AND LIABILITY**

*The College shall at all times maintain or provide professional liability insurance coverage issued on an occurrence basis with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate, and general liability insurance coverage with limits not less than \$1,000,000 for personal injury and \$100,000 for property damage, in each instance covering the College and any corporation, officer, employee or agent of the College acting within the scope of employment by the College. All insurance maintained hereunder shall be issued from an insurance carrier licensed to do business in the State of New York. The College shall ensure that the Hospital shall receive notice from the College of cancellation or reduction of coverage with respect to any insurance policy maintained hereunder.*

*The College hereby indemnifies and holds harmless the Hospital and its officers, trustees, directors, employees and agents, from and against any and all liabilities, costs, claims, judgments, settlements and expenses, including reasonable attorney's fees, arising out of or in connection with the negligent act or omission of the College or any of its employees, agents or students.*

*The college, at its own expense, must also maintain a Student Accident and Health Insurance policy.*

#### **CHOICE OF LAW**

*This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to choice of law provisions thereof. Any action commenced by a Party hereto relating to this Agreement shall be brought in the United States District Court for the Southern District of New York or in the Supreme Court of the State of New York, County of New York.*

#### GENERAL

*The Hospital and the College shall each continue their independent corporate existence and, except as set forth herein, their respective corporate powers shall not be enlarged, impaired, or otherwise affected by this Agreement, they shall continue to be operated under the direction and control of their respective governing boards. Nothing in this Agreement shall impair or modify any existing agreements between any of the parties; or modification of old agreements between any of the parties.*

#### COVENANTS

*The College hereby agrees:*

*That each student who participates in this program will have the same rights to examinations and credits as those students who participate in the traditional curriculum of the College.*

*That identification and selection of students qualified to participate in the program will be done by a Faculty Committee selected by the Dean; the Hospital shall have the right to either accept or reject the student.*

*That all selected students will have all the necessary physical examinations and immunizations at American University of Antigua prior to the time of rotation. The College shall ensure that, prior to their affiliation assignment, all students shall have such physical examinations and tests (including, but not limited to, a skin test for tuberculosis and, where positive, a chest x-ray) titers to ensure that students are not in the infectious stage of any communicable disease. The College shall advise its students that they are required to provide proof to the Hospital of drug testing that verifies that they are not habituated or addicted to depressants, stimulants, narcotics, alcohol or other drugs or substances which may alter their behavior. Students shall also be immunized against smallpox, diphtheria and tetanus prior to their rotation.*

*The College will ensure that students participating in the Clinical Clerkship program will have appropriate housing.*

*The medical students shall follow all the rules and regulations and policies of the Hospital. Each student at the Hospital shall carry an identification card issued by the Hospital and shall be responsible for the following:*

- a. Conforming to and abiding by the administrative policies, rules, regulations, standards and practices of the Hospital.*

- b. *Conspicuously displaying his/her name badge, when engaging in activities at the Hospital.*

*In the event that a student is involved in any situation which requires filing an "incident report" by the Hospital pursuant to the Public Health Law, the College shall be advised of the nature of the situation giving rise to the report and the parties shall discuss the potential impact, if any, on this Agreement, including but not limited to appropriate corrective action to be taken.*

*The hospital agrees to provide support services including counseling for students.*

*College agrees to fund the clinical clerkship program provided to its student in accordance with the provision of exhibit (1) one.*

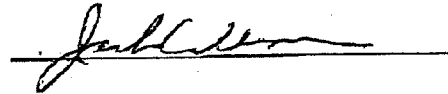
*IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.*

Signatures,



Neal S. Simon

AMERICAN UNIVERSITY OF ANTIGUA



St JOSEPH MERCY-  
OAKLAND

***EXHIBIT 1***

*College agrees to pay Hospital at the rate of \$350 per week per student for all core clinical clerkships provided by Hospital to College's Clinical Students*

University of Antigua School of Medicine  
Fifth Semester - Fall 2007  
SCHEDULE OF CLINICAL ROTATIONS

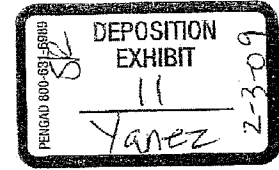
SITE:

Students name	e-mail	Month Week starting on →	SEPTEMBER			OCTOBER				NOVEMBER				DECEMBER		
			10	17	24	4	8	15	22	29	5	12	19	26	3	10
1 Nicola Hampel	n.hampel@hotmail.com		K	K	K	K	K	EM	K	C	C	C	C	PC	S	E
2 Jayadeep Sibia	java15_221@yahoo.com		K	K	K	K	K	K	EM	C	C	C	C	PC	S	E
3 Michael Ozuomba	ozuomba@hotmail.com		N	N	N	N	N	A1	A1	A1	A1	EM	N	PC	S	E
4 Vishal Chheda	vishal.doctor@gmail.com		N	N	N	N	N	A1	A1	A1	A1	N	EM	PC	S	E
5 Elizabeth Bulat	elizabethbulat@comcast.net		C	C	C	C	C	H	H	EM	H	H	H	PC	S	E
6 Lekedra Evans	lekedra.evans@hotmail.com		C	C	C	C	C	H	H	H	EM	H	H	PC	S	E
7 Steven Woodward	steve_1_woodward@yahoo.com		EM	M	M	M	M	M	M	A2	A2	A2	A2	PC	S	E
8 Paras Chahal	chahalparas@yahoo.com		M	EM	M	M	M	M	M	A2	A2	A2	A2	PC	S	E
9 Mousa Hamed	m.hamed01@gmail.com		D	D	EM	D	D	D	D	A3	A3	A3	A3	PC	S	E
10 Nico Kristen	nicokristen@yahoo.com		D	D	D	EM	D	D	D	A3	A3	A3	A3	PC	S	E

**KEY**

EM - Emergency Medicine  
K - Dr. Khan (1 week)  
M - Dr. Malloy (Inpatient Team - 6 weeks)  
N - Dr. Nicola (Inpatient Team - 6 weeks)  
H - Dr. Hodarnau (Inpatient Team - 6 weeks)  
D - Dr. Diaczok (Inpatient Team - 6 weeks)  
  
C - Clinic - Dr. Yanez/Dr. Lamb (5 weeks)  
  
A1 - Dr. Govolia (Ambulatory Office - 5 weeks)  
A2 - Dr. Breitenbach (Ambulatory Office - 5 weeks)  
A3 - Dr. I. Mansoor / F. Mansour (Ambulatory Office - 5 weeks)

PC - Completion of Student Portfolio  
S - Study Time  
E - Exam (shelf)



**EXHIBIT 13**





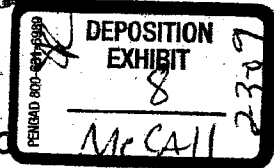
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SEMESTER V: PRELIMINARY CLINICAL TRAINING  
SITE Pontiac, Michigan - FALL 2007  
**STUDENT EVALUATION - OUTPATIENT ROTATION**



Student's Name: <u>Steven Woodward</u>	Preceptor's Name: <u>Dr. Breitenbach</u>	Dates: From: <u>10/29/07</u> To: <u>11/30/07</u>
---	---	--

**1) PLEASE, RATE THE STUDENT FROM A TO F:**

<b>1.0 Attendance: Attended scheduled sessions at your Office</b>				<b>RATE</b>
<b>F</b> (Missed 3 or more sessions in 6 weeks)	<b>C</b> (Missed 2 sessions in 6 weeks)	<b>B</b> (Missed 1 session in 6 weeks)	<b>A</b> (Attended all scheduled sessions)	<div style="border: 1px solid black; padding: 5px; text-align: center;">A</div>

**2) PLEASE, GIVE THE STUDENT A PERCENTAGE SCORE AS FOLLOWS:**

< 60%	Substandard
60 - <70%	Borderline adequate
70 - <80%	Competent
80 - <90%	Superior
90 - 100%	Outstanding

<b>2.1 Medical Knowledge:</b> Demonstrated appropriate knowledge of basic sciences and was able to apply it to the clinical situations he/she encountered.	<b>SCORE</b> <div style="border: 1px solid black; padding: 5px; text-align: center;">79</div>
--	--

<b>2.2 Attitude:</b> Displayed initiative and positive disposition to learn, <b>cooperative and constructive</b> attitude toward the members of team or Group that he/she was assigned to (As opposite to being negative and conflictive)	<b>SCORE</b> <div style="border: 1px solid black; padding: 5px; text-align: center;">95</div>
---	--

<b>2.3 Learning Skills:</b> Gradually started to <b>master proper skills</b> concerning elaboration of clinical history and examination of the different body systems, analyses of the results, and formulation of working diagnosis.	<b>SCORE</b> <div style="border: 1px solid black; padding: 5px; text-align: center;">95</div>
---	--

<b>2.4 Communication Skills:</b> Demonstrates listening skills, interchange medically related information with other members of the team, shows progress in <b>concisely and effectively</b> presenting clinical cases both in written and verbal form.	<b>SCORE</b> <div style="border: 1px solid black; padding: 5px; text-align: center;">95</div>
---	--

<b>2.5 Professionalism:</b> a) Demonstrated commitment to professional development and solid ethical principles and sensitivity to patients/family and peer diversity; b) showed compassion, respect and honesty; c) Accepted responsibility for his/her acts.	<b>SCORE</b> <div style="border: 1px solid black; padding: 5px; text-align: center;">95</div>
--	--

**EXHIBIT 14**



## 3. - General observations on the student's performance and suggestions for improvement:

VERY COMPETENT LITERATE  
EXCELLENT STUDENT.

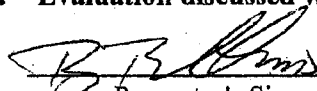
## 4. - Please, fill the following portion for the students rotating at your Office from March 1 through March 29, 2007.

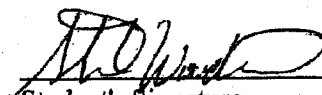
The student has mastered the following skills:

< 60%	Substandard
60 - <70%	Borderline adequate
70 - <80%	Competent
80 - <90%	Superior
90 - 100%	Outstanding

Skills	Score	Pointed Suggestions for improvement
A) Elaboration of solid comprehensive clinical history	80	NOT DONE THIS OFFICE
B) Elaboration of focused Clinical History	80	
a) General examination of the eyes	80	
b) Examination of HENT and Neck	80	
c) Examination of Chest and Lungs	80	
d) Examination of Heart and CV System	80	
e) Examination of Abdomen	80	
f) Examination of Breast	80	
g) Examination of Female GU System	80	
h) Examination of Male GU System	80	
i) Examination of Nervous System	80	
j) Gross examination of Mental Condition	80	
k) Examination of Musculoskeletal System	80	
l) Examination of Skin	80	
C) Overall skill to perform comprehensive physical examination	80	
D) Overall Skill to perform focused Physical examination	80	

## 4. - Evaluation discussed with student:

 11/29/07  
Preceptor's Signature Date

 11/29/07  
Student's Signature Date  
Form DOCS- EVALUATION 05 - 09/01/07 JEC

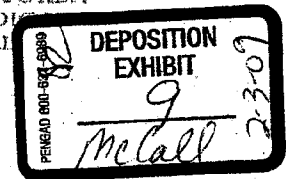


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SEMESTER V: PRELIMINARY CLINICAL TRAINING

St. Joseph Mercy Oakland Hospital, Pontiac Michigan – Fall 2007

**IN-PATIENT STUDENT EVALUATION - TEAM \_\_\_\_\_**

Student's Name: <b>Steven Woodward</b>	Preceptor's Name: <b>D. Malloy, M.D.</b>
--	--

**1) PLEASE, RATE THE STUDENT FROM A TO F:**

<b>1.0</b>	<b>Attendance: Attended academic sessions:</b> including: a) morning rounds, b) morning case presentations, c) questions/discussion, d) ward rounds, e) morning lectures, f) grand rounds	<b>RATE</b>
<b>F</b> (Missed 3 or more sessions in 2 weeks)	<b>C</b> (Missed 2 sessions in 2 weeks)	<b>B</b> (Missed 1 session in 2 weeks)
		<b>A</b> (Attended all scheduled sessions)
		<b>A</b>

**2) PLEASE, GIVE THE STUDENT A PERCENTAGE SCORE AS FOLLOWS:**

< 60%	Substandard
60 - <70%	Borderline adequate
70 - <80%	Competent
80 - <90%	Superior
90 - 100%	Outstanding

<b>2.1</b>	<b>Medical Knowledge:</b> Demonstrated appropriate knowledge of basic sciences and was able to apply it to the clinical situations he/she encountered..	<b>SCORE</b>
		80

<b>2.2</b>	<b>Attitude:</b> Displayed initiative and positive disposition to learn, cooperative and constructive attitude toward the members of team or Group that he/she was assigned to (As opposite to being negative and conflictive)	<b>SCORE</b>
		90

<b>2.3</b>	<b>Learning Skills:</b> Gradually started to master proper skills concerning elaboration of clinical history and examination of the different body systems, analyses of the results, and formulation of working diagnosis.	<b>SCORE</b>
		90

<b>2.4</b>	<b>Communication Skills:</b> Demonstrates listening skills, interchange medically related information with other members of the team, shows progress in concisely and effectively presenting clinical cases both in written and verbal form.	<b>SCORE</b>
		90

<b>2.5</b>	<b>Professionalism:</b> a) Demonstrated commitment to professional development and solid ethical principles and sensitivity to patients/family and peer diversity; b) showed compassion, respect and honesty; c) Accepted responsibility for his/her acts.	<b>SCORE</b>
		90

FORM DOCS EVALUATION 015

**EXHIBIT 15**

2.6

**Suggestions for Improvement**

**Evaluation reviewed with the student:**

Preceptor

Date

Student

Date

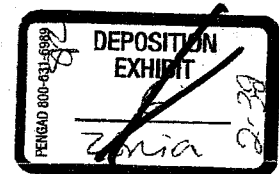


44405 Woodward Avenue  
Pontiac, Michigan 48341-5023  
248-858-3000

TO: Ernesto Calderon, M.D.  
FROM: Susan Zonia, Ph.D.  
RE: V Semester  
DATE: December 17, 2007

We have been reviewing our experiences with offering the V Semester for the first time. As with any new program, it was not without its hitches and student adjustment issues. However, we found the attitude and demeanor of Steven Woodward to be completely inappropriate and detrimental to the program. Mr. Woodward appeared to have resented every assignment we gave him. But, instead of constructive criticism, he vented his anger in a professional unacceptable manner. For example: he completed his 100 patient log in two weeks and wanted to stop attending the program; he requested a transfer to the Miami program saying that the V Semester was a waste of time and his time would be better spent in a Kaplan course; sabotaging exams by giving the same response to all questions to simply get it over with; requesting early release on virtually a daily basis from his clinical rotation so that he could study for boards, etc. We believe that if he perceived the AUA V Semester curriculum as inappropriate, the professional response would have been to engage in a reasoned dialogue with representatives of the school, not argue with faculty at St. Joseph Mercy Oakland, or openly demonstrate his contempt for the curriculum, and those charged with delivering it.

Mr. Woodward's lack of professionalism and poor communication skills are a source of great concern. We do not feel that he will be a good ambassador for AUA, our hospital, or the profession he is about to enter. We encourage the faculty at AUA to review his entire record, to determine if he does meet the qualifications to sit for the boards, and begin clinical rotations.



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to improve the health of our communities and to steward the resources entrusted to us.

EXHIBIT 16

1 I'm not aware of them.

2 Q Well, did you perform any investigation to determine if  
3 there were any positive things that you should have included  
4 in your memo?

5 MR. GUNSBURG: Object to the form of the question.

6 Q You can go ahead and answer.

7 A No, I didn't.

8 Q And why didn't you?

9 A I talked to Deneen. I talked to Jeff. They never had  
10 anything positive to say that they brought to light about  
11 him. All I heard about Mr. Woodward were negative things.

12 Q But did you ever ask -- strike that. Is it fair for me to  
13 assume that you never asked Deneen or Dr. Yanez if there was  
14 anything positive about Mr. Woodward?

15 A I did not use those words, no.

16 Q All right. You didn't use those words, but you didn't use  
17 that general frame of mind either?

18 MR. GUNSBURG: Is that a question?

19 Q Is that correct? In other words, you --

20 A I was looking for something good about Mr. Woodward which is  
21 why we waited over a month before I talked -- or a month  
22 before I talked to him. I was hoping he would settle down  
23 and find a way that he could cope with this 12-week course  
24 so that he could move on with his life. That was my  
25 sincerest wish. I don't like it when they had problems. I

Page 43

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**EXHIBIT 17**

1 don't like it. It makes my life more difficult. And I  
2 wanted him to find a way to cope with it. He never showed  
3 me or my direct reports that he had found a way to just get  
4 through this so the only feedback, my only interactions,  
5 were negative. I did not go the extra 300 yards to find a  
6 positive, that is correct.

7 Q Now, in terms of the grievance committee meeting that is  
8 referenced in Exhibit Number 1, did you participate in the  
9 grievance committee meetings?

10 A No, I did not.

11 Q But you understood that your memo would be used in that  
12 meeting, didn't you?

13 MR. GUNSBERG: Objection to form.

14 A After the fact, yes, I did, when I went back and read the  
15 communications from Dr. Cain and Dr. Calderon.

16 Q In fact the December 15th email it says that they want  
17 agreivance statement or a request for grievance committee  
18 hearing so you knew that there was going to be a hearing  
19 because it's referenced in the email on December 17th -- or  
20 December 15th; is that correct?

21 MR. GUNSBERG: I'll object as it misstates the  
22 document.

23 A There is mention of a grievance proceedings, but I didn't  
24 know that it would actually come to fruition. I couldn't  
25 possibly know what other documents they had and I did not

Page 44

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WHOIS information for aua.com :

[Querying whois.verisign-grs.com]  
 [whois.verisign-grs.com]

Whois Server Version 2.0

Domain names in the .com and .net domains can now be registered with many different competing registrars. Go to <http://www.internic.net> for detailed information.

Domain Name: AUA.COM  
 Registrar: NETWORK SOLUTIONS, LLC.  
 Whois Server: whois.networksolutions.com  
 Referral URL: <http://www.networksolutions.com>  
 Name Server: DNS1.AUA.COM  
 Name Server: DNS2.AUA.COM  
 Status: clientTransferProhibited  
 Updated Date: 14-jan-2020  
 Creation Date: 15-jan-1996  
 Expiration Date: 14-jan-2020

&lt;&lt;

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 Whois Server: whois.rpproxy.net  
 Referral URL: http://www.key-systems.net  
 Status: clientDeleteProhibited, clientTransferProhibited

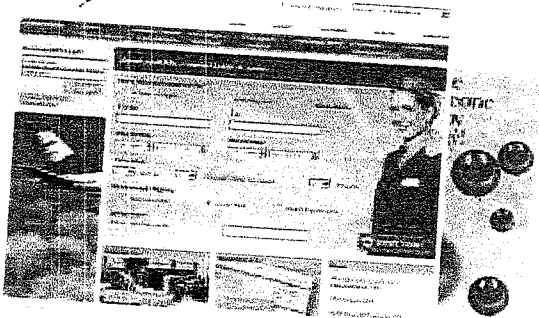
Expiration Date: 2010-08-14  
 Creation Date: 1996-08-15  
 Last Update Date: 2009-08-15

Name Servers:  
[dns1.aua.com](http://dns1.aua.com)  
[dns2.aua.com](http://dns2.aua.com)  
[See austrian.com DNS Records](#)

Information Updated: Thu, 1 Apr 2010 15:40:48 UTC

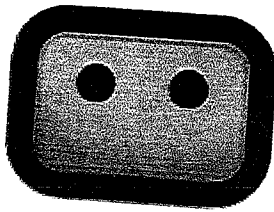
## AUSTRIAN.COM SITE INFORMATION

IP: [194.107.151.220](#)  
 IP Location: Vienna, Austria  
 Website Status: [active](#)  
 Server Type: Microsoft-IIS/7  
 Alexa Trend/Rank: [1 Mo](#)  
 Page Views per Visit: [11](#)



start Evidence AU43.jpg - Windows Paint Shop Pro austrian.com Whois

**workamajig**



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and Financial  
Management  
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**EXHIBIT 23**



## THE AMERICAN UNIVERSITY OF ATHENS



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The University

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The American University of Athens incorporated in the state of Delaware, under its corporate laws and regulations in 1994, is a private international university conferring Bachelors and graduate degrees under authority of a charter granted by the Delaware Board of Education.

The American University of Athens incorporating The College of Southeastern Europe (USA) Inc. has been established as an independent, non-sectarian, co-educational, post-secondary institution following the traditional patterns of an American university education.

Since its first day of operation, AUA has endeavored to combine a wide range of undergraduate and graduate programs with a series of public lectures with distinguished speakers, debates and seminars in order to broaden the interests of its student body and contribute to the cultural life of the English-speaking community of Athens.

Our University began its first operation in Athens, Greece as Southeastern College in affiliation with the College of Engineering of Boston University. It was founded with the mission of creating an English-language college based on high standards of conduct and scholarship that would foster modern education, discipline and good character in future leaders of Greece and the region by preparing individuals to assume more meaningful and productive roles in the development of their societies.

As a small post-secondary institution at that time, its objective was to make the latest developments of Engineering and Applied Science available to the students of Greece and Europe.

Other objectives included the design of an unusually strong, high demand program to assist Greek/European industry in its modernization and economic development, and the encouragement of cultural interaction on the part of students who will become leaders in their own countries.

In 1983 a three-two plan was initiated in Engineering and Applied Science with Washington University in St Louis, Missouri, thus expanding the program and offering more opportunities to students.

Recognizing that a broadly based liberal arts education is fundamental to the programs of the institution, a Liberal Arts and Business Administration program was launched in 1985 providing a range of undergraduate studies in both fields.

In 1987 a dual degree program was established with the School of Engineering and Applied Science (SEAS) of George Washington University in Washington, DC.

Subsequently, the institution established a number of affiliations/transfer articulation agreements with Teikyo Post University (1992), Geneva College, Ohio (1991), Sarah Lawrence College, New York (1991), Hofstra University, New York (1991), Goldey-Beacom College, Delaware (1991), City University of New York (1998), and others.

A large number of students transferred to more than 50 distinguished US universities, i.e. Temple University, Northeastern University, Western New England College, New York Institute of Technology, University of Miami, and University of New Haven.

Hundreds of the first Bachelor degree graduates were admitted to Masters programs in the United States and the United Kingdom. (Please refer to lists on accompanying pages.)

In 2001, in close cooperation with the Institute of Legal Executives, a new program of Law was established following the pattern of Greek Act 152/2000 (EU Act 95) concerning lawyers in the European Union and the legal framework of Greek Act 165/2000 (EEC Acts 88/99 and 89/99).

EXHIBIT

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4/13/2010 11:14 AM

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• Sciences & engineering in  
• Liberal arts in

**MASTER**  
• Business administration in  
• Sciences in  
• Arts in

**DOCTORATE**  
• Research in

## NEWS

Asynchronous Program for Graduate Degrees available now.  
Initial Accreditation by the U.S. Distance Learning Association

Biomedical Research Center

## Welcome to the new website of the American University of Athens

Please feel free to browse through these pages to find general information on the University, its history and campuses.

Here you will also learn about the schools and programs of study at AUA, both on undergraduate and graduate levels. In addition, you will find listed the concentrations of each department with detailed information and course requirements. Information can also be found on our buildings, library, laboratories and accommodation facilities.

If you are interested in learning more, please contact us by e-mail, phone or, if you are in Athens, please visit our main building. See our contact information.

An innovative Teaching and Research University licensed to grant Bachelor, Master and Doctorate degrees in the U.S.A.

The graduates of the American University of Athens have the right to be considered for registration under the circumstances and procedures, which have to be followed for membership to the respective per concentration institution or society in the United Kingdom or any other country of the European Union (according to article 3, 11 and 12 of Act 2005/36/EEC and Greek Act 38/2010).



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EXHIBIT

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EXHIBIT ~~26~~

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The screenshot shows a computer desktop on the left with icons for XP Studio, Audio Editor, Pinnacle Studio 12, VIDEO, MUSIC, Scan, HP Software Center, Mozilla Firefox, Shop, Support, REALTEK USB, HP Doc, Wireless, HP Photo, Nimble Navigator, HP Photo, and Calculator. The main window is a Mozilla Firefox browser displaying the Aua.org website. The browser's address bar shows the URL: <http://www.2.searchresultsdirect.com/parking.php?domain=aua.org&registrar=2>. The browser's menu bar includes File, Edit, View, History, Bookmarks, Tools, and Help. The toolbar contains buttons for Back, Forward, Stop, Home, Reload, and Print. The browser's status bar at the bottom shows "Done".

The Aua.org website has a header with the text "Aua.org". Below the header is a large image of a smiling woman. To the right of the image is a section titled "Sponsored listings" containing three links:

- Prostate Pills Reviewed**  
Lab tests prove which ones really work. Get BPH relief now!  
[www.prostatepillreport.com/BPH](http://www.prostatepillreport.com/BPH)
- Prostate Cancer Treatment**  
Proton Therapy Treats Cancer With Fewer Side Effects. Learn More  
[www.ProCure.com/ProstateCancer](http://www.ProCure.com/ProstateCancer)
- Enlarged Prostate**  
Enlarged Prostate Help Online Symtoms, Treatments and More.  
[enlargedprostatehelponline.info](http://enlargedprostatehelponline.info)
- Chronic Prostatitis**  
Minimally Invasive Surgery for Chronic Prostatitis  
[ProstatitisSurgery.com](http://ProstatitisSurgery.com)
- Prostate Cancer Treatment**  
Non-Invasive. No Surgery. No Radiation. Outpatient Procedure.  
[HIFU.ca/Prostate-Cancer-Treatment](http://HIFU.ca/Prostate-Cancer-Treatment)

Below the image of the woman is a section titled "Related Searches" with a list of links:

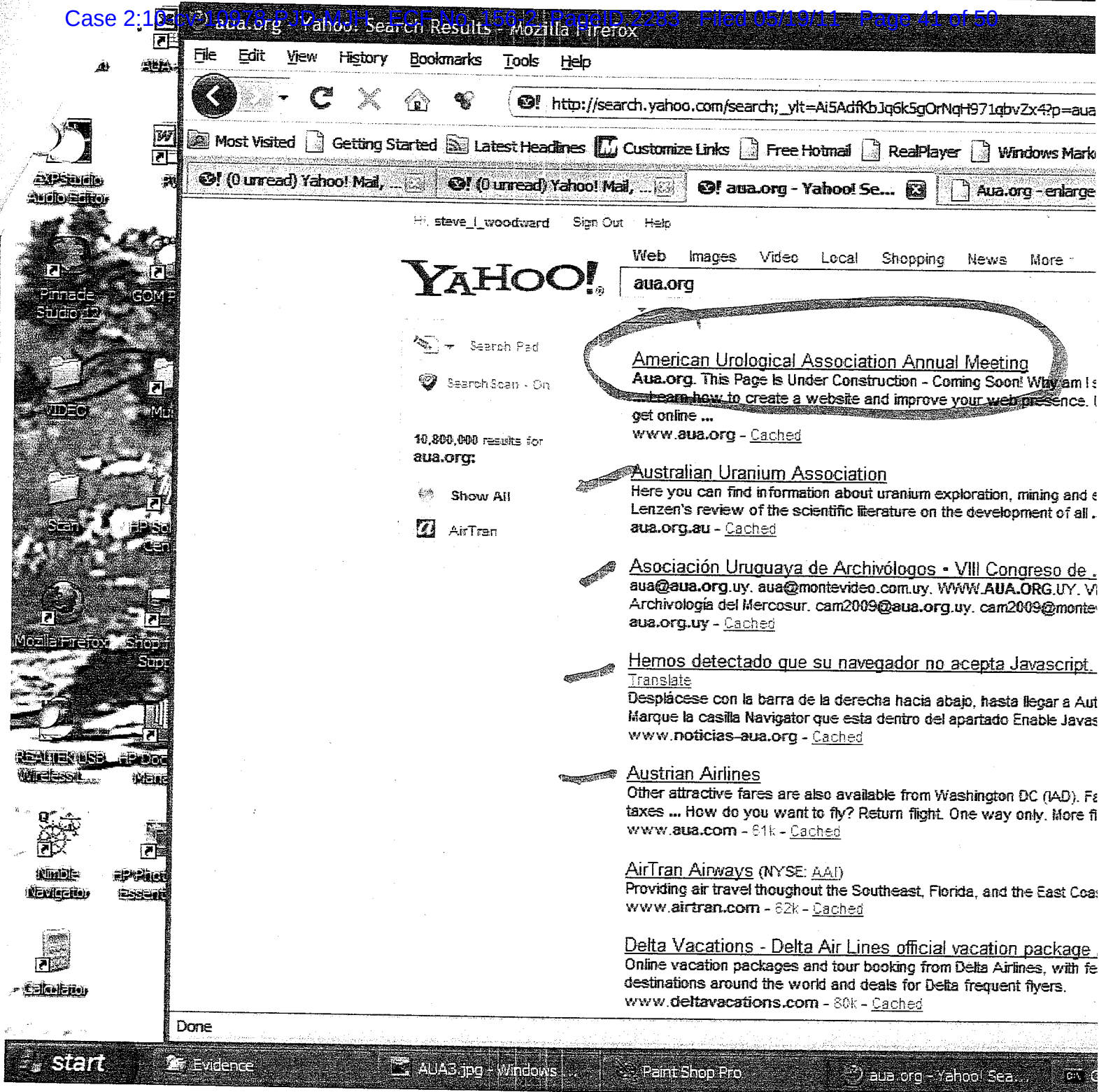
- [Enlarged Prostate](#)
- [Prostate BPH](#)
- [Prostate Symptoms](#)
- [Prostate Gland](#)
- [Prostate Gland](#)

The Windows taskbar at the bottom shows the "start" button and several open applications: "Evidence", "AUA3.jpg - Windows...", "Paint Shop Pro - Imag...", and "Aua.org - enlarged pr".

EXHIBIT ~~2008~~

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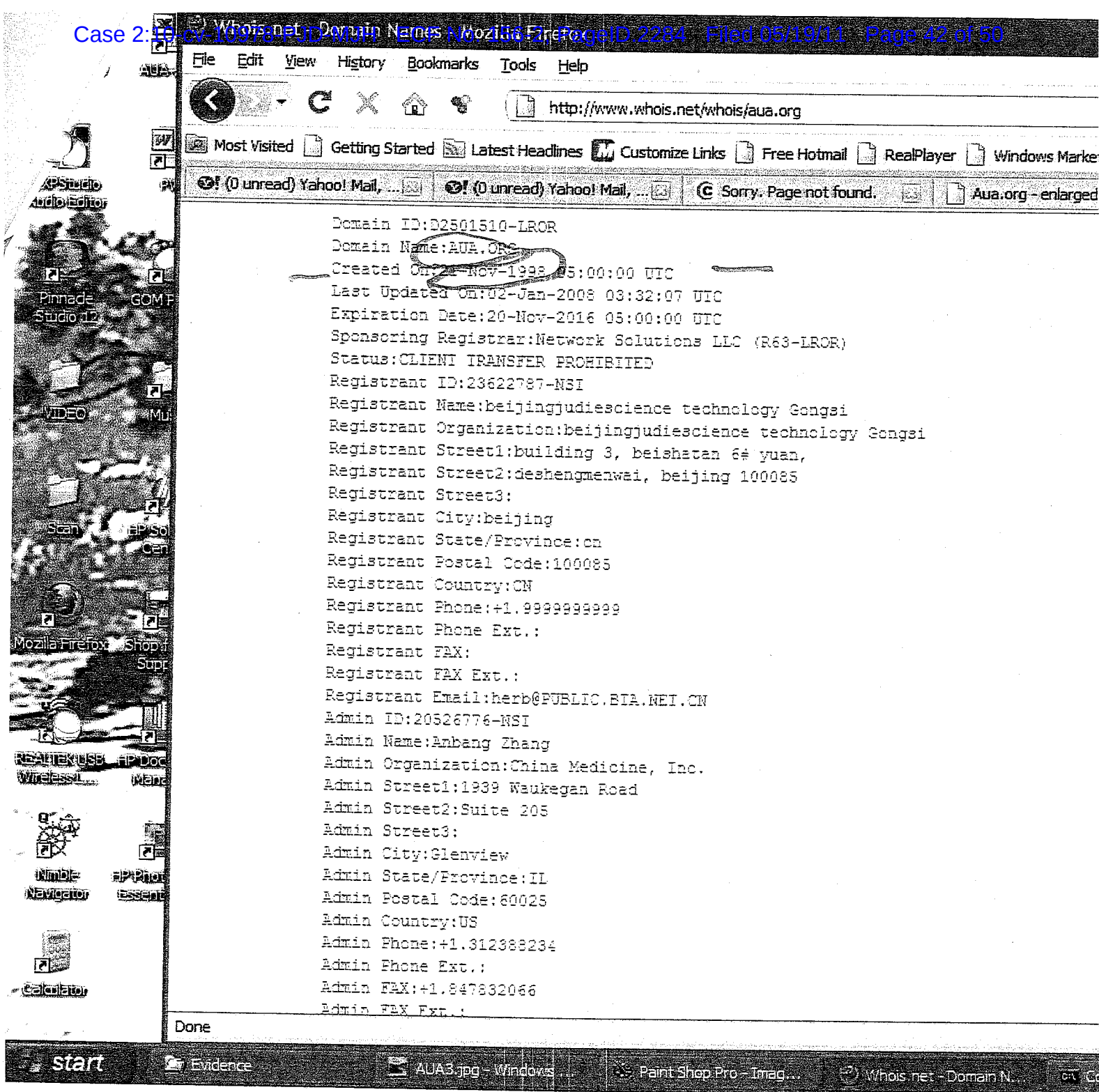
1



3

EXHIBIT 28





EXHIBIT

29

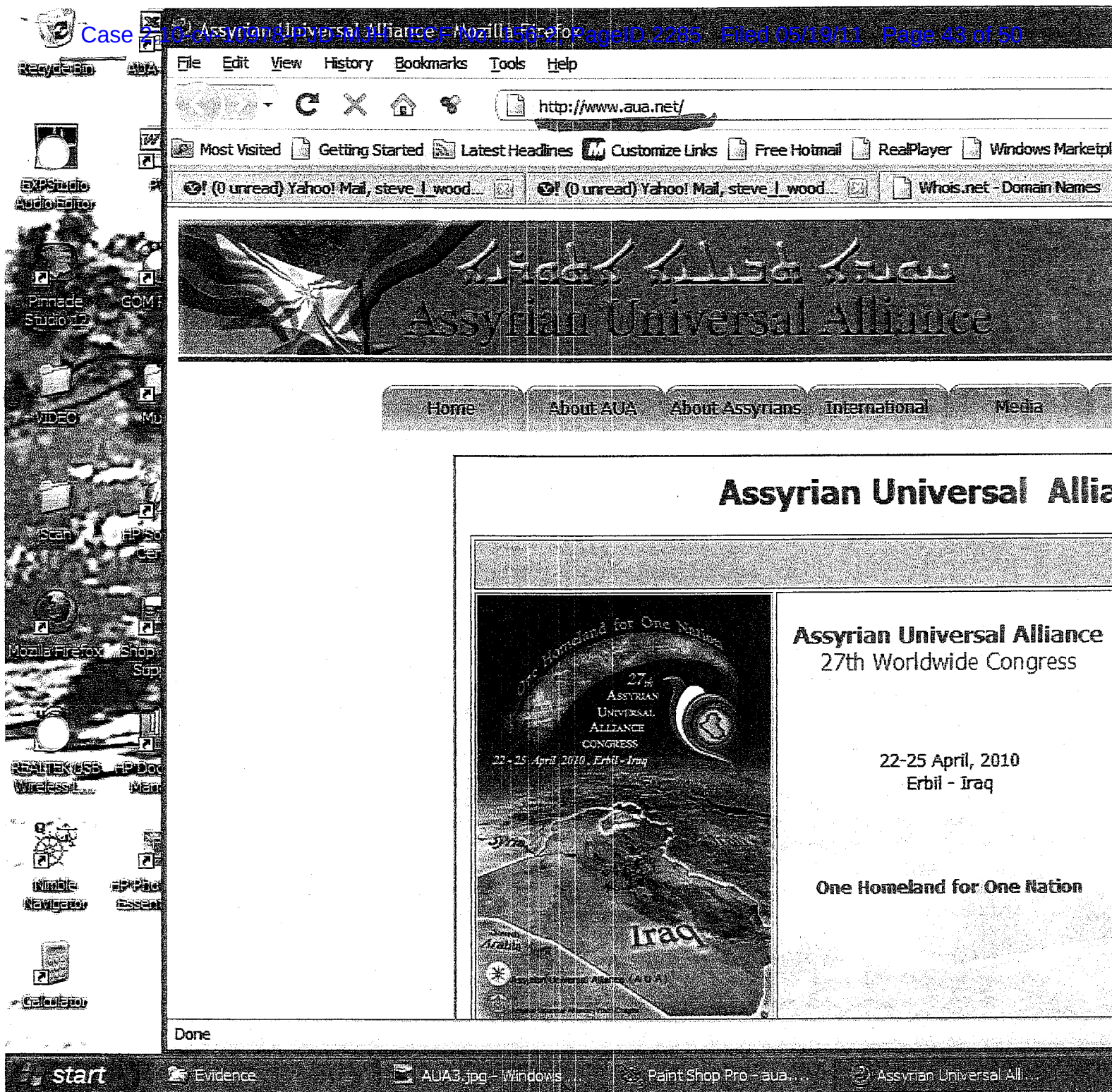


EXHIBIT ~~239~~  
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File Edit View History Bookmarks Tools Help



http://www.whois.net/whois/aua.net

Most Visited Getting Started Latest Headlines Customize Links Free Hotmail RealPlayer Windows Marketplace

(0 unread) Yahoo! Mail, steve\_l\_wood...

(0 unread) Yahoo! Mail, steve\_l\_wood...

Whois.net - Domain Name

WHOIS information for aua.net :

[Querying whois.verisign-grs.com]  
 [whois.verisign-grs.com]

Whois Server Version 2.0

Domain names in the .com and .net domains can now be registered  
 with many different competing registrars. Go to <http://www.internic.net>  
 for detailed information.

Domain Name: AUA.NET  
 Registrant: NETWORK SOLUTIONS, LLC.  
 Whois Server: whois.networksolutions.com  
 Referral URL: <http://www.networksolutions.com>  
 Name Server: NS.CANACA.NET  
 Name Server: NS2.CANACA.NET  
 Status: clientTransferProhibited  
 Updated Date: 22-aug-2009  
 Creation Date: 05-jun-1996  
 Expiration Date: 04-jun-2015

&lt;&lt;

NOTICE: The expiration date displayed in this record is the date the  
 registrar's sponsorship of the domain name registration in the registry is  
 currently set to expire. This date does not necessarily reflect the expiration  
 date of the domain name registrant's agreement with the sponsoring  
 registrar. Users may consult the sponsoring registrar's Whois database to  
 view the registrar's reported date of expiration for this registration.

TERMS OF USE: You are not authorized to access or query our Whois  
 database through the use of electronic processes that are high-volume and  
 automated except as reasonably necessary to register domain names or

Done

start

Evidence

AUA3.jpg - Windows...

Paint Shop Pro

Whois.net - Domain N...

2  
EXHIBIT 31

EXHIBIT 270

Atamed.com - aua med Resources and Information. This website is for sale! - Mozilla Firefox

File Edit View History Bookmarks Tools Help

Most Visited Getting Started Latest Headlines Customizable Links Free HTML RealPlayer Windows Marketplace Windows Media Windows

of (0 unread) Yahoo! Mail, Steve J. Wood... The truth about American University of... Atamed.com - aua med Resources...

**Auamed.com**

Language: English

Sponsored listings

**St. James Medical School**  
Enrolling now for Summer Semester. No MCAT needed. Apply Today!  
[www.sjms.org](http://www.sjms.org)

**IAU - College of Medicine**  
NY Approval. Low Tuition. No MCATs. Pre-Med Program. U.S. Clinicals.  
[iau.edu.lc](http://iau.edu.lc)

**FL Approved Med School**  
High USMLE pass rates Clinical Training in FL  
[www.stmatthews.edu](http://www.stmatthews.edu)

**Caribbean Medical Schools**  
Visit the largest and best known site for top Offshore Med Schools  
[www.ValueMD.com](http://www.ValueMD.com)

**St. George's University**  
Become a Doctor of the World Open House, LA 3/29/10  
[SGU.edu/openhouse](http://SGU.edu/openhouse)

**Cenegeenics Physicians**  
Physician Career Opportunities Certification in Age Management

Related Searches

- Internal medicine
- Biological dentistry
- Medical marijuana
- Diet pills
- Dr oz
- Medicine
- Surgery
- Dermatology
- Physiotherapy

Done start Auamed.com - aua med... Paint Shop Pro Images

3:26 PM

EXHIBIT 32

Med.com | Medical Advice | Medical Supplies | Diabetes Medication | STD Testing - Mozilla Firefox

File Edit View History Bookmarks Tools Help

Most Visited Getting Started Latest Headlines Customizable Links Free Hotmail RealPlayer Windows Marketplace Windows Media Windows Whois.net - Domain Names

http://www.med.com/

Med.com

Related Searches MEDICAL ADVICE MEDICAL SUPPLIES DIABETES MEDICATION STD TESTING STD SYMPTOMS

Welcome to Med.com

**RELATED SEARCHES:**

- Medical Advice
- Medical Supplies
- Diabetes Medication
- STD Testing
- STD Symptoms
- Prescription Drugs
- Online Pharmacy
- Medical Malpractice
- Herbal Supplements
- Alternative Medicine


**Search:** Find sponsored goods and services related to keyword information:

**Search:**

Related Searches PRESCRIPTION DRUGS ONLINE PHARMACY MEDICAL MALPRACTICE HERBAL SUPPLEMENTS

About Us | Site Map

Done start Domain Paint Shop Pro - Imag... Med.com | Medical Adv... Command Prompt

EXHIBIT   
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Welcome To Med.org - Mozilla Firefox

File Edit View History Bookmarks Tools Help

http://med.org/

Most Visited Getting Started Latest Headlines Customize Links Free Hotmail RealPlayer Windows Marketplace Windows Media Windows

(0 unread) Yahoo! Mail, steve\_j\_w... (0 unread) Yahoo! Mail, steve\_j\_w... Welcome To Med.org W med.com Whois - med - Who.is Whois.net - Domain Names

---

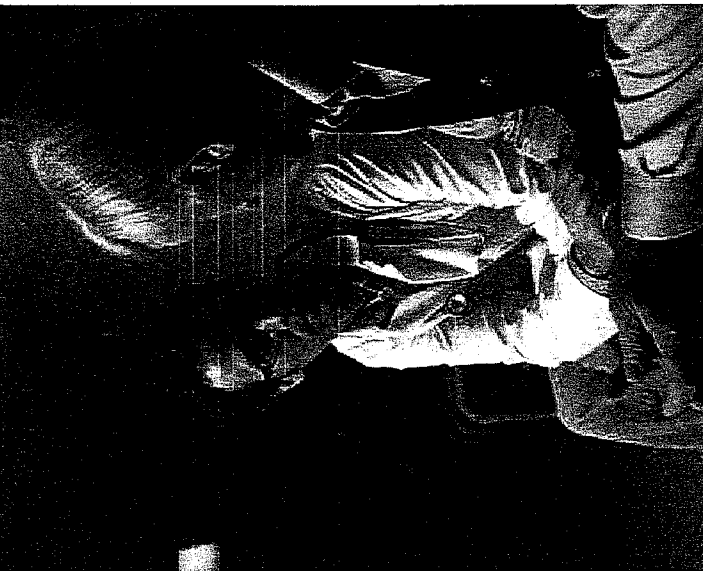
## Med.org

MEDICAL ASSISTANCE | MEDICAL INSURANCE | MEDICAL SUPPLIES | MEDICAL JOBS | MEDICAL MALPRACTICE | MEDICAL COLLEGES | PRESCRIPTION MEDICATIONS

- MEDICAL ASSISTANCE
- MEDICAL INSURANCE
- MEDICAL SUPPLIES
- MEDICAL JOBS
- MEDICAL MALPRACTICE
- MEDICAL COLLEGES
- PRESCRIPTION MEDICATIONS

Looking for medical information?  
Look through our comprehensive, search-friendly index.

Search





MEDICAL ASSISTANCE | MEDICAL INSURANCE | MEDICAL SUPPLIES | MEDICAL JOBS | MEDICAL MALPRACTICE | MEDICAL COLLEGES | PRESCRIPTION MEDICATIONS


Done


Start Domain Paint Shop Pro - Imag... Welcome To Med.org ... Command Prompt

EXHIBIT ~~234~~  
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[American University of Antigua - Caribbean Medical School, Veterinary School, Nursing School, Kasturba](#) | [AUA - Mozilla Firefox](#)  
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[Most Visited](#) [Getting Started](#) [Latest Headlines](#) [Customize Links](#) [Free Hotmail](#) [RealPlayer](#) [Windows Marketplace](#) [Windows Media](#) [Windows](#)  
[WEB SEARCH](#) [http://www.aumed.org/](#)  
[Who is: Whois, Website, Domain Name...](#) [Greater Caribbean Learning Resources](#) [\(0 unread\) Yahoo! Mail, steve\\_l\\_wood](#) [American University of Antigua - ...](#)  
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[AMERICAN INTERNATIONAL COLLEGE OF ARTS AND SCIENCES - ANTIGUA](#)  
[COLLEGE OF VETERINARY MEDICINE AND BIOMEDICAL SCIENCES](#)

[start](#) [Calculator](#) [Numbler Navigator](#) [SEANTEK USB Wireless](#) [VIDEO](#) [Pinnacle Studio 12](#) [AudioEditor](#) [RecycleBin](#)

**EXHIBIT 235**

Buy Now! \$8.99 at name.com

**AUAMED.ORG WHOIS**

Updated: 1 second ago

**Registrant Contact Information:**

Name: GCLR, LLC  
Organization: GCLR, LLC  
Address 1: ATTN insert domain name here  
Address 2: care of Network Solutions  
City: Drums  
State: PA  
Zip: 18222  
Country: US  
Phone: +1.5707088780  
Email: **k247x5u72h2**@networksolutionsprivateregistration.com

**Administrative Contact Information:**

Name: Matthew Petersen  
Organization: GCLR, LLC  
Address 1: ATTN insert domain name here  
Address 2: care of Network Solutions  
City: Drums  
State: PA  
Zip: 18222  
Country: US  
Phone: +1.5707088780  
Email: **td35y97d6vt**@networksolutionsprivateregistration.com

**Technical Contact Information:**

Name: Allen DePena  
Organization: GCLR LLC  
Address 1: ATTN insert domain name here  
Address 2: care of Network Solutions  
City: Drums  
State: PA  
Zip: 18222  
Country: US  
Phone: +1.5707088780  
Email: **gk8n43849t9**@networksolutionsprivateregistration.com

Information Updated: Mon, 26 Jul 2010 17:27:03 UTC

**RELATED DOMAINS FOR AUAMED.ORG**

[auamed.com](http://auamed.com) [auamed.net](http://auamed.net) [worldnic.com](http://worldnic.com) [networksolutionsprivateregistration.com](http://networksolutionsprivateregistration.com)

Whois

EXHIBIT

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Domain Name: AUAMED.NET

Administrative Contact:

Petersen, Matthew [td35y97d6vt@networksolutionsprivateregistration.com](mailto:td35y97d6vt@networksolutionsprivateregistration.com)  
GCLR, LLC  
ATTN AUAMED.NET  
care of Network Solutions  
PO Box 459  
Drums, PA 18222  
US  
570-708-8780

Technical Contact:

DePena, Allen [gl8n43849t9@networksolutionsprivateregistration.com](mailto:gl8n43849t9@networksolutionsprivateregistration.com)  
GCLR LLC  
ATTN AUAMED.NET  
care of Network Solutions  
PO Box 459  
Drums, PA 18222  
US  
570-708-8780

Record expires on 31-Oct-2011.  
Record created on 29-Apr-2008.  
Database last updated on 26-Jul-2010 13:10:33 EDT.

Domain servers in listed order:

NS5.WORLDDNIC.COM	205.178.190.3
NS6.WORLDDNIC.COM	206.188.198.3

This listing is a Network Solutions Private Registration. Mail correspondence to this address must be sent via USPS Express Mail(TM) or USPS Certified Mail(R); all other mail will not be processed. Be sure to include the registrant's domain name in the address.

Information Updated: Mon, 26 Jul 2010 17:28:06 UTC

RELATED DOMAINS FOR AUAMED.NET

[auamed.com](http://auamed.com) [auamed.org](http://auamed.org) [networksolutions.com](http://networksolutions.com) [worldnic.com](http://worldnic.com) [networksolutionsprivateregistration.com](http://networksolutionsprivateregistration.com)

Whois

Search

Give Us Feedback - [bluerider.com](http://bluerider.com), [tld.info](http://tld.info), [WikiName](http://WikiName), [Domain Registration](http://Domain Registration)  
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EXHIBIT

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